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**RENEWAL
CABLE TELEVISION LICENSE
FOR THE
TOWN OF NATICK,
MASSACHUSETTS**

Final

SECTION 1 - GRANT OF LICENSE

PURSUANT to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, as inserted by Chapter 1103 of the Acts of 1971, and as amended, the Board of Selectmen as the ISSUING AUTHORITY of the Town of Natick, hereby grants a Renewal and non-exclusive Cable Television License to CONTINENTAL CABLEVISION OF MA, Inc. ("Licensee"), a Massachusetts corporation established for such purpose, authorizing and permitting said Licensee to construct and operate a cable television system within the corporate limits of the TOWN OF NATICK.

This Renewal License is granted under and in compliance with Chapter 166A of the General Laws, and in compliance with all rules of the Federal Communications Commission ("FCC"), the Massachusetts CATV Commission and all other applicable rules and regulations in force and effect upon the date hereof or which may hereafter be in force and effect during the period for which this License is granted.

The Board of Selectmen hereby grants to CONTINENTAL CABLEVISION OF MA, Inc. the right to construct, operate and maintain a Cable Television System in, under, over, along, across and upon the streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places in Natick and subsequent additions thereto, including property over which the Town of Natick has an easement or right-of-way, for the purpose of transmission and distribution of audio and video and digital impulses in accordance with the laws of the United States of America and the Commonwealth of Massachusetts.

SECTION 2 - DEFINITIONS

The following terms used in this license shall have the following meanings:

(a) Application - The document entitled "A Proposal to Construct and Operate a Cable Television System in the Town of Natick, Massachusetts, "including an Application on Form 100 of the CATV Commission, submitted by Licensee to the Issuing Authority on March 10,

1980, and the amendment thereto submitted by Licensee to the Issuing Authority on October 20, 1980.

(b) Cable or Cable Television System - The system of antennas, cables, amplifiers, towers, microwave links, or any other conductors, converters, equipment, or facilities designed and constructed for the purpose of receiving or producing, amplifying, storing, processing and distributing audio, video, digital or other forms of electronic or electric signals.

(c) CATV Commission - The Massachusetts Community Antenna Television Commission established pursuant to Chapter 166A of General Laws of the Commonwealth of Massachusetts.

(d) Community Programming - Video programming which is either Local Origination Programming or Public Access Programming.

(e) Final License - Cable television license issued April 5, 1982 effective April 5, 1982 through April 4, 1997.

(f) Issuing Authority - The Board of Selectmen of the Town of Natick, Massachusetts.

(g) Licensee - Continental Cablevision of MA, Inc. .

(a) Primary Franchise Area - All dwelling units within the Town of Natick existing as of the date of the issuance of the Provisional License.

(b) Local Origination Programming - Video programming which is produced by Licensee or acquired by Licensee from sources in the Natick community, or programming which is of special interest to the Natick Community and which is distributed on the Natick Cable Television System.

(c) Renewal License - The license granted by this instrument pursuant to the procedures and rules of the Massachusetts CATV Commission

(d) Subscriber - A purchaser of any service delivered over the cable system.

(e) Town - The Town of Natick, Massachusetts, as most recently perambulated by the Issuing Authority in November, 1980.

(f) Public Access Programming - Video programming produced by local individuals or groups from the Natick community and which is distributed on the Natick Cable Television System.

SECTION 3 - TERM OF LICENSE; NON-EXCLUSIVITY

(a) The term of this Renewal License shall be for a period of three (3) years, seven (7) months, commencing April 5, 1997 through October 4, 2000. In accordance with G.L. Ch. 166A, Sec. 13, the Renewal License may be renewed for additional periods, each not to exceed ten (10) years.

(b) The Renewal License shall be non-exclusive.

SECTION 4 - AREA TO BE SERVED

(a) The area to be served is the entire Town of Natick and the boundaries thereof are those most recently perambulated by the Issuing Authority in November, 1980. The primary franchise area shall be cabled within a period of sixteen (16) months of the Final License according to the construction schedule set forth in Exhibit A, page A-1 of Licensee's amended application dated October 20, 1980, a copy of which is annexed hereto as Exhibit A and made a part hereof. Time extensions may be permitted by the Issuing Authority because of circumstances clearly beyond the control of the Licensee as more fully set forth at page 3, Part B, of Final Report of Issuing Authority, which Part B is hereby incorporated by this reference.

SECTION 5 - COMMENCEMENT OF CONSTRUCTION

(a) The Licensee will begin full scale construction within thirty (30) days after the granting of the Final License. Service to subscribers, including all broadcast and non-broadcast services, will be available throughout the primary franchise area within sixteen (16) months of the granting of the Final License. Construction will be deemed completed when all signal carriage services required shall be available to the primary franchise area (i.e. when service is actually available throughout the primary franchise area) except exemptions which may be authorized by the Issuing Authority. If Licensee has not completed 128 miles of construction within eighteen (18) months after aware of this license, Licensee agrees to compensate the Issuing Authority at the rate of one hundred (\$100) dollars per mile per month, as liquidated damages for each unbuilt mile of plant.

SECTION 6 - INSURANCE

The policy or policies shall indemnify the Town of Natick from and against all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation or maintenance of the entire cable system in the aggregate limit of Two Million (\$2,000,000) Dollars.

The Licensee shall carry insurance with a company or companies satisfactory to the Issuing Authority and in a form(s) satisfactory to Town Counsel indemnifying the Town of Natick from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, or maintenance of the entire cable system. The amount of such insurance against liability for damages to property shall be no less than Two-Hundred Thousand Dollars (\$200,000) as to any one accident or occurrence. The amount of such insurance for liability for personal or bodily injury to or death of any one person shall be One-Hundred Thousand Dollars (\$100,000) and Three-Hundred Thousand Dollars (\$300,000) on account of injury to or death of any number of persons in any one accident or occurrence. The Licensee shall from time to time automatically increase said coverage to that amount which is equal to the maximum exposure for liability to municipalities under Massachusetts General Laws or case law. If during the term of the Renewal License, municipal immunity is at anytime completely abolished in the Commonwealth of Massachusetts then and in such case the insurance coverage shall be maintained at the last maximum amount allowed at the time of abolition of municipal immunity, and the Issuing Authority shall rely on Licensee's indemnification for any overage.

All such insurance shall include the use, operation and maintenance of all vehicles owned, leased, rented or used by the Licensee, its agents, servants and/or employees.

All such insurance shall be maintained during the life of the Renewal License and at all times be kept in full force and effect.

The amount of such insurance for Workmen's Compensation benefits shall be in the amount required by the Commonwealth of Massachusetts.

SECTION 7 - BOND

The Licensee shall submit to the Issuing Authority a corporate surety bond from a company qualified to do business in Massachusetts in the amount of One-Hundred and Fifty Thousand Dollars (\$150,000) in a form subject to approval by Town Counsel. Said bond shall run to the Town of Natick and shall provide for the fulfillment of the Renewal License terms and for the conditions set forth in G.L. c. 166A, §5(k) including:

- (1) the satisfactory completion of installation and operation of the system in accordance with G.L. c. 166A, §5(a), (m) and (n); (except that the maximum time period under G.L. c. 166A, § (5) (n) shall be sixteen (16) months for completion of construction unless time extensions should be granted by the Issuing Authority as hereinbefore set forth under Section 4 of this License);**
- (2) The indemnity of the Town of Natick in accordance with G.L. c. 166A, §5 (b);**
- (3) the satisfactory removal of its system in accordance with the provisions of G.L. c. 166A, §5(f);**
- (4) the satisfactory restoration of pavements, sidewalks, and other improvements in accordance with G. L. c. 166A, §5 (g).**

Said bond shall be kept in full force and effect during the life of the Renewal License. Said bond may be renewable annually.

SECTION 8 - INDEMNIFICATION

In addition to the heretofore mentioned insurance and bonding requirements, the Licensee shall also submit an Indemnification Agreement indemnifying and holding the Town of Natick

harmless at all times during the terms of the Renewal License from any and all claims of any type or nature whatsoever including but not to claims for injury and damage to persons or property, both real and personal, caused by the installation, operation or maintenance of the entire cable system including but not limited to any structure, equipment, wire or cable authorized to be installed pursuant to the Renewal License. Upon receipt of Notice in writing from the Issuing Authority, the Licensee shall at its own expense defend any claim, action or proceeding against the Town of Natick or any of its agents, servants and/or employees in which it is claimed that personal injury or death or property damage or any other claim of any type or nature whatsoever caused by activities of the Licensee in the installation, operation or maintenance of its system.

SECTION 9 - SALE AND REPAIR OF TELEVISION SETS

The Licensee, its officers, directors and employees shall not engage directly or indirectly in the business of selling or repairing television or radio sets.

SECTION 10 - FREE SERVICE

The Licensee shall provide upon written request a free cable drop and a single outlet to each public school along its cable routes and it shall, along its cable routes, provide a free cable drop and a single outlet to each police and fire station, public library, town office, and other public buildings as designated in writing by the Issuing Authority, and shall provide at cost and upon written request of the Issuing Authority technical specifications and instructions and/or all necessary equipment and parts, and/or construction and installation services for the provision of CATV service to individual classrooms, auditoriums, offices and any other feasible locations within such public buildings; such locations and installation options to be designated from time to time by the Issuing Authority. Beyond those costs outlined herein, there shall be no further costs to the Town or any agency of the Town for installation for the lowest priced, non-premium service offered or related maintenance. The Licensee shall also be required to furnish institutional loop connections and cable drops at no

charge to the following locations as the cable passes: The recreation or community room at the Cedar Gardens housing project for the elderly, The Natick Senior Center, Leonard Morse Hospital, Natick Recreation Commission, Youth and Human Resources Committee, Brandon School, Natick Town Hall, children's section in addition to the adult library at the Morse Institute Library and other public locations that may be designated by the Issuing Authority. The Licensee agrees that the Issuing Authority may designate in writing additional public buildings which will be entitled to a free cable drop and free basic service.

SECTION 11 - TERMINATION

Upon expiration of the term of the license or of any renewal thereof by passage of time or otherwise, the Licensee shall remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public places in, over, under and along which they are installed, and shall restore the areas to their original condition. If such removal is not completed within six months after such termination, the Issuing Authority may deem any property not removed as having been abandoned.

SECTION 12 - REPAIRS

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any public way or public place, the same shall be replaced and the surface restored in as good condition as before entry, as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs, and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for the performance thereof. Upon failure of the Licensee to comply within the time specified, the Issuing Authority may cause proper restoration and repairs to be made and the expense of such work shall be paid by the Licensee upon demand by the Issuing Authority.

SECTION 13 - SUBSCRIBERS' ANTENNAS

The Licensee shall not remove any television antenna of any subscriber, but shall, at cost, offer to him and maintain an adequate switching device to allow the subscriber to choose between cable and non-cable reception.

SECTION 14 - CHANNEL TRANSPOSITIONS

Whenever the Licensee transposes any television signal from the channel on which it was originally broadcast so that it is received on a different channel on the receiving sets of subscribers, the Licensee shall at least one month prior to such transposition, notify its subscribers in writing of such transposition, and provide them with a marker suitable for mounting on television receivers indicating the fact of such transpositions.

SECTION 15 - EQUAL TIME

The conduct of the Licensee with respect to all program origination within its control shall be consistent with and guided by the rules and regulations of the Federal Communications Commission, Part 76, Sub-Part G, or as amended. If the Licensee permits any person who is a legally qualified candidate for any public office to employ the facilities of its system to originate and disseminate political campaign material, it shall afford equal opportunities to all other such candidates for the same office. And if the Licensee permits any person to originate and disseminate any views concerning a controversial issue of public importance, it shall afford reasonable opportunity for the presentation over its facilities of contrary points of view.

SECTION 16 - EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the Licensee to grant employment opportunity to all qualified persons, without regard to race, color, sex, religion or national origin. To deny one's contribution to our efforts because one is a member of a minority group is an injustice, not only to the individual, but to the Licensee and the nation as well. It is the intent and desire of

the Licensee that equal employment opportunity will be provided in employment, promotions, wages, benefits, and all other privileges, terms and conditions of employment.

- (a) A positive program of equal employment opportunity has been established and maintained for all employees and applicants for employment**
- (b) Management and administrative personnel will plan and take affirmative action to achieve equal employment opportunity and thus improve the status of minority group members in employment, training and promotional opportunities.**
- (c) All advertising for employees shall include the statement, “An Equal Opportunity Employer.”**
- (d) All relations and decisions pertaining to employment, upgrading, transfer, recruiting, layoff, terminations, training and rate of pay of employees will be executed without regard to race, creed, color, sex, age or national origin.**

SECTION 17 - SERVICE INTERRUPTIONS

In the event that Licensee’s service to any subscriber is interrupted for twenty-four (24) or more consecutive hours and such interruption is due solely to circumstances within the control of the Licensee, the affected subscriber may request and shall receive a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or, at the Licensee’s option, apply such credit to any outstanding balance then currently due from such subscriber.

SECTION 18 - CONSTRUCTION RATE

The Licensee will complete construction of trunk and feeder cables throughout the primary franchise area within sixteen (16) months after the grant of the Final License.

Upon completing the required construction in the primary franchise area, Licensee will promptly extend trunk and/or feeder cable at no charge to all areas contiguous to the primary franchise area in which there are either at least 60 residential units or at least 30 prospective subscribers per plant mile of extension.

The Licensee, upon completion of the required construction in its primary franchise area, will promptly extend trunk and/or feeder cable at no charge to all non-contiguous areas where the entire extension, as measured from the point of interconnect, averages at least 60 residential dwelling units or at least 30 prospective subscribers per mile.

SECTION 19 - TECHNICAL PERFORMANCE

The system design of the Subscriber Network shall be such that 52 NTSC color signals can be delivered per cable in the forward direction, without noticeable degradation of any channel under temperature and environmental conditions encountered in the Town of Natick. In particular, system signal quality specifications described in this Section shall be met for any temperature from 0° F to 120° F, and continuous 24 hour operation with usable signal quality shall be possible from - 20° F to 140° F.

Channel 2 signal level shall not exceed Channel 52 signal level by more than 6dB at any feeder point (tap port). The subscriber terminal input signal shall be between 3 dBmV and 18 dBmV at 95% of locations 95% of the time for temperatures below 100° F. The absolute minimum value at any time, temperature or location shall be 0 dBmV.

The number of spigots at any multi-tap locations shall be equal to or greater than the number of residential dwelling units served from that location. Where more than twelve (12) drops per location are indicated or in the case of Subscriber locations, where individual drops from a feeder cannot be used, a splitter or directional coupler shall be used, with a separate line extender amplifier as necessary, to provide an entrance feeder cable for the location.

The tap level as measured at the system design temperature shall not vary more than ± 2.1 dBmV for ± 40 ambient temperature variation.

All cable used in the initial system configuration shall be aluminum (75 chms nominal impedance) with a minimum 30 dB return loss and with attenuation discontinuity of less than plus or minus one percent (1.0%) across the entire range of five to four hundred Megahertz (5-400 MHz).

All trunk cable shall have an attenuation of 1.07 dB or less per 100 feet at 400 MHz at 70° F. Feeder cable shall have an attenuation of 1.55 dB or less per 100 feet at 400 MHz at 70°F.

Trunk and feeder cable shall use copper-clad aluminum center conductor.

AGC (Automatic Gain Control)/ASC (Automatic Slope Control) amplifiers shall be located at every other trunk position. Trunk line AGC/ASC amplifiers shall maintain a set output level within ± 0.5 dB with ± 4 dB input level swing from normal at Four Hundred Megahertz (400 MHz) and shall provide compensation for effects of temperature variation of the coaxial cable over the design range of the System.

The amplitude variation of signal over any channel as measured from input to output of an amplifier shall not deviate in excess of:

\pm 0.25 dB in trunk amplifiers

\pm 0.75 dB in distribution amplifiers

No tap shall be located at more than 45 dB of cable at 400 MHz from an AGC amplifier.

All manual line extender amplifiers and bridger amplifiers shall have a reserve gain of 2 dB with full tap loading.

All AGC line extenders shall have a reserve gain of at least 3 dB for AGC control.

All passive and active devices in the System shall have a minimal characteristic impedance of 75 ohms and a minimum return loss of 16 dB at all terminals.

Radiation from any component in the System shall not exceed the limitations imposed by the FCC rules and regulations.

The system's active and passive components shall provide a minimum of 80 dB ingress immunity between an external rf field and the internal cable signal.

The internal isolation between forward and reverse signal paths shall not be less than 90 dB.

The hum or low frequency modulation of any video carrier observed at any point throughout the System shall be 40 dB or more below the desired signal.

Ghosts and reflections shall be at least 40 dB below the desired picture level throughout the system.

The maximum distribution amplifier cascade between a hub and any subscriber shall be 18 trunk amplifiers, one bridger, and two line extenders.

The system shall use harmonically related carriers (HRC) or Incremental related carriers (IRC) to make channel intermodulation effects imperceptible to views at the minimum C/CTB ratio for full channel loading.

With 52-channel loading per subscriber cable, the following specifications shall be met or exceeded at any subscriber location as described in this Section.

C/N	44 dB	minimum
C/2nd Order	60 dB	minimum
C/CTB	42 dB	minimum

The initial system configuration shall be designed to exceed these values by at least 2dB to allow for measurement error, alignment and adjustment variance, and deviations from manufacturers' equipment specifications.

Gain vs. frequency response variation across the full bandwidth of each cascade in the forward and reverse system shall not exceed a peak-to-valley of $N/10 = 2$ dB where N is the number of amplifiers in cascade.

Flat insertion loss shall not exceed 12 dB between any two mainline amplifiers.

All equipment locations for insertion of A-C power into the cable for operation of cable amplifiers shall be protected by transient clippers and primary circuit breakers for protection

of equipment against overload damage. Power-supply loading shall be calculated for two-way operation and current drain of each power supply shall not exceed 90% of its full capacity.

Battery standby power units shall be provided throughout the System wherever there is a system power supply derived from electric utility service. The standby time of each such unit shall be sufficient to permit repair or replacement of faulty system power equipment without loss of program service, and to maintain service during normal, non-catastrophic electric utility outages.

As for the Subscriber Network, the System shall be designed to a level at least 3 dB better than these minimums to allow for measurement error, alignment and adjustment variance, and deviations from manufacturer's equipment specifications.

Any data signal transmitted on a cable in the frequency range 108-120 MHz shall have a carrier power level no higher than the level of the audio subcarriers.

SECTION 20 - OPERATION, SERVICE AND MAINTENANCE OF SYSTEM

(a) The Licensee shall maintain and operate a CATV system and render efficient service consistent with all applicable regulations to subscribers during the term of this license. The construction, maintenance, and operation of the CATV system for which this license is granted shall be done in conformance with the National Electrical Code, the National Electrical Safety Code, and the rules and regulations of the Commonwealth of Massachusetts Community Antenna Television Commission and the Federal Communications Commission and the Commonwealth of Massachusetts Building and Health Codes, as the same exist or as the same may be hereafter changed or amended. Further, the Licensee shall install and maintain its wire, cable, fixtures, and other equipment in accordance with the reasonable requirements of the bylaws of the Town as may be amended, and in such manner which shall not interfere with any installations of the Town or any public utility service the Town.

(b) All structures, lines, equipment, and connections in, over, under, and upon streets, sidewalks, alleys, and public ways and places of the Town, wherever situated or located, shall at all times be kept and maintained in a safe, suitable, substantial condition and in good order and repair.

(c) The signal of any television or radio station carried on the system shall be carried without material degradation in quality within the limits imposed by the technical state of the art, and as set forth by the Federal Communications Commission. The system shall be operated and maintained so as to comply with Part 76 of the Rules and Regulations of the Federal Communications Commission as they apply to CATV systems.

(d) The Licensee shall maintain a force of one or more agents or employees at all times and shall have sufficient employees to provide safe, adequate, and proper service for its facilities. Upon reasonable notice the Licensee shall expeditiously investigate and resolve complaints regarding the quality of service, equipment malfunctions, and similar matters. The Licensee shall maintain an office within the Town of Natick which shall be open during usual business hours and have a listed local telephone so operated that complaints and requests for repairs or adjustments may be received.

(e) In the case of an emergency or a disaster, the Licensee shall, upon request of the Town by its Selectmen or Chief of Police make available its facilities to the Town for emergency use during the emergency or disaster period.

(f) The Licensee shall comply with all FCC regulations as they now apply or as they may be amended regarding the carriage of television and radio signals.

(g) The Licensee shall, upon the request of any person holding a building moving permit issued by the Town, temporarily raise or lower its wires to permit the moving of the buildings. The expense of such temporary removal or raising or lowering of wires shall be paid by the person requesting same, and the Licensee shall have the authority to require such payment in advance. The Licensee shall be given not less than forty-eight (48) hours advance notice to arrange for such temporary wire changes.

(h) The Licensee shall at all times observe the rules and regulations of the Massachusetts CATV Commission, the terms of the license and G.L. c. 166A and any amendments thereto.

SECTION 21 - RATES AND CHARGES

The Licensee will initially provide two tiers of service in addition to the premium services offered. Subscribers need only subscribe to those options which meet their entertainment needs. In addition, the following monthly rates are applicable and shall not be increased for two years after Licensee certifies it has turned on the system for 60 miles of plant in Natick.

(a) **Basic Service**

Basic service will provide a minimum of 17 channels. Services carried on this tier will include:

<u>Call Letters</u>	<u>Channel</u>	<u>City</u>
WGBH	Channel 2	Boston
WBZ	Channel 4	Boston
WCVB	Channel 5	Boston
WLNE	Channel 6	New Bedford
WNAC	Channel 7	Boston
WJAR	Channel 10	Providence
WENH	Channel 11	Durham
WPRI	Channel 12	Providence
WXNE	Channel 25	Boston
WSMW	Channel 27	Worcester
WSBE	Channel 36	Providence
WSBK	Channel 38	Boston
WGBX	Channel 44	Boston
WLVI	Channel 56	Boston
Community Programming		
Weather		
Christian Broadcast Network		
Government		
Education		
Institutions		

This basic tier will be priced at \$4.95 per month.

(b) Full Basic Service will provide a minimum of 31 channels. Services carried on this tier will include:

<u>Call Letters</u>	<u>Channel</u>	<u>City</u>
WGBH	Channel 2	Boston
WBZ	Channel 4	Boston
WCVB	Channel 5	Boston
WLNE	Channel 6	New Bedford
WNAC	Channel 7	Boston
WOR	Channel 9	New York
WGN	Channel 9	Chicago
WJAR	Channel 10	Providence
WENH	Channel 11	Durham
WPIX	Channel 11	New York
WPRI	Channel 12	Providence
WTBS	Channel 17	Atlanta
WXNE	Channel 25	Boston
WSMW	Channel 27	Worcester
WSBE	Channel 36	Providence
WSBK	Channel 38	Boston
WGBX	Channel 44	Boston
WLVI	Channel 56	Boston
WQTV	Channel 68	Boston

C-Span

Community Programming

Weather

Christian Broadcast Network

Government

Education

Institutions

Reuter's News

Reuter's Financial

The Music Channel

ASCN - Education

Nickelodeon (Children)

Cable News Network

ESPN (Sports)

USA Composite Service: Health, Women, Children, Sports, Entertainment

(c) Continuity of Service

Provided the above services remain available to Natick Cablevision Corporation

on substantially the same terms and conditions as at present, Licensee agrees to cablecast these services or equivalent, for a minimum of two years after Licensee has certified it has constructed and turned on 60 miles of plant in Natick.

(d) Premium Services

In addition, the Licensee will offer the following pay services:

Home Theatre Network	-	\$ 2.75 per month
Home Box Office	-	\$ 8.25 per month
The Movie Channel	-	\$ 8.75 per month
HBO and Cinemax	-	\$13.50 per month
All of the above	-	\$19.95 per month

Overhead Areas

There will be no additional charge for overhead installations which are located within 300 feet of the nearest distribution line (as measured from the distribution line along the proposed installation path) to the point of first attachment to the building in which the primary T.V. outlet will be located. All footage in excess of 300 feet will be at the rate of 50 cents per linear foot up to a maximum of 528 feet. All buried installations in the overhead areas will be charged a one-time installation fee of 70 cents per route foot as measured from the base of the pole on which the nearest distribution line is located to the point of first attachment to the building in which the primary T.V. outlet is to be located, except in locations where abnormal installation conditions exist, i.e., hardened surfaces, roads, paths, sidewalks, driveways or otherwise improved surfaces. Special installation prices will be quoted for these areas.

Buried Subdivisions

This special charge does not apply to “buried subdivisions” insofar as the building to be served is located within 150 route fee of the existing distribution pedestal. All route footage in excess of 150 feet up to a maximum of 528 feet in “buried subdivision” will be charged an additional one-time installation fee of 70 cents per route foot; except in locations where abnormal installation conditions exist, i.e., hardened surfaces, roads, paths, sidewalks, driveways or otherwise improved surfaces. Special installation prices will be quoted for these areas.

SECTION 22 - COMPLAINTS AND SERVICE CALLS

The Licensee will be required to maintain a fully staffed service and business office in the Town of Natick. The service office shall maintain office hours of 8:00 a.m. to 10:00 p.m.

Monday through Friday. A 24-hour answering service shall be utilized for emergency service. A stand-by technician shall be on call during the hours that the business office is closed including weekends. After Licensee has completed 128 miles of construction it will use its best efforts to respond to subscriber complaints within one business day. The business office shall maintain regular hours and shall be open for a reasonable period of time on Saturdays.

Service vehicles and technicians will be based in the Town of Natick in numbers adequate to permit the Licensee to discharge its responsibilities in a timely and efficient manner. All service vehicles will be equipped with a two-way radio, and all service technicians will be trained by the Licensee in the proper installation, adjustment and operation of system equipment.

After the close of the regular business day, service calls will be routed to a service representative, to assure a timely response to subscribers' complaints. Any emergency situations that may occur outside of regular business hours will be responded to by an on-duty technician in a timely manner.

SECTION 23- SYSTEM SPECIFICATIONS

(a) The Licensee will build within the Town of Natick a 400 MHz, 52-channel , bi-directional cable system. The Licensee will initially operate at least 40 channels. Conversion to a fully operational 52-channel system will be undertaken immediately when it is technically feasible, as provided for in Item Three, Part D, of the Issuing Authority's Final Report of September 19, 1980 which Item and Part are hereby incorporated in full by this reference.

(b) The headend of this cable system will be located in Natick and will contain only state-of-the-art facilities, including the satellite earth station. The office and studio facilities for local channels and community programming will also be located in Natick as more fully set out below.

SECTION 24 - COMMUNITY TELEVISION FACILITIES, TECHNICAL ASSISTANCE AND OFFICE

The Licensee shall provide and operate a complete, secured and supervised studio in keeping with provisions of the National Television Standard Code. This studio shall have the

capacity to permit live programming in color, video tape recording capabilities and the ability to replay, edit and transmit such recorded programs. Compatible portable equipment shall also be available at all times for either live remote telecasts or for video tape recording outside of the studio.

The studio shall be fully equipped, adequately staffed and well supervised. The studio shall be located in Natick, and it shall be stipulated that it is for the exclusive use or benefit of Natick residents and the Licensee. There shall also be a fully equipped, adequately staffed, well supervised color mobile unit. In order for existing and potential use of public access and local origination programming to be viable, the Licensee will be responsible for community education, training of local citizens in the use of the system, continuing ascertainment studies and program generation. The Licensee shall submit an annual community programming budget. Said budget shall not be less than \$100,000. Said first budget shall be due on or before March 8, 1998 for the succeeding year. Each succeeding year thereafter, the budget shall be due on the annual anniversary date of the first budget submission.

Technical and programming assistance should be available in proportion to the demand and at such times so that all who wish to use the studio facilities may reasonably do so. In fairness to the Licensee, it must also be expected that maximum utilization may take several years to develop to its fullest potential as Natick's townspeople discover what programming of local origin can or cannot accomplish.

The Licensee shall be required to produce and cablecast a minimum of twenty-four (24) hours per week of community programming exclusive of access. Gradual implementation of technical assistance for local programming will become the responsibility of the Licensee, to be accomplished within one year from the date of the issuance of the Renewal License.

SECTION 25 - LICENSEE'S RULES

The Licensee may promulgate rules and regulations for the operation of the CATV system, including but not limited to, operating, billing and service practices, employment practices and customer relations and the method of receiving, recording and resolving complaints and service requests necessary to enable the Licensee to exercise its rights and perform its obligations under this license and to insure uninterrupted service to each

subscriber. Such rules and regulations shall be retained and shall be available for inspection by the Issuing Authority or its agent during normal business hours. Such rules shall in no manner alter the terms of any license granted by the Issuing Authority.

SECTION 26 - ILLEGAL CONNECTIONS

No one shall be permitted to connect to any of the Licensee's facilities except to those terminal facilities provided by the Licensee at the subscriber's premises for the purpose of the reception of the services offered, without the written consent of the Licensee.

SECTION 27 - PAYMENT TO TOWN

(a) The annual license fee payable to the Town shall be fifty cents per subscriber, with a minimum of two-hundred fifty dollars, or such higher amounts as may in the future be required under Massachusetts General Laws, Chapter 166A, and shall in no event exceed the maximum permitted by Federal Communications Commission rules for regular cable television operations in the Town. The number of subscribers shall be calculated as the sum of: a) the number of single family dwelling subscribers; b) the number of individual households in multiple dwelling units paying at the basic or full basic subscriber rate; c) the number of bulk rate accounts (each bulk rate account to be calculated by total annual bulk rate charge divided by annual subscription rate for applicable service delivered); d) the number of courtesy and free service customers. The annual payments of such license fee shall be based upon the number of subscribers listed on the books of the Licensee as of December 31st of each year during the term of the license as calculated in the previous sentence, and shall be payable on or before March 31st of each year during the term of the license.

(b) Accompanying the annual payments to the Town, the Licensee shall submit a financial report delineating the derivation of the amount of all specific payments. The Town may elect, upon the Town's receipt of said payments and report, to audit the accounts of the Licensee from which the amounts have been derived.

SECTION 28 - SEPARABILITY

If any section paragraph, term or provision of this license is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on any other section, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of the license or renewals thereof.

SECTION 29 - REVOCATION OF LICENSE

This license may, after a hearing, be revoked by the Issuing Authority or the Commission for any one of the following reasons:

- (a) for false or misleading statements in, or material omissions from, any applications submitted under Section 4, 5, or any annual return under Section 8 of G.L. c. 166A;
- (b) for failure to file and maintain a bond as required under subsection (K) of Section 5 of G.L. c. 166A or to maintain insurance as required.
- (c) for repeated violations, as determined by the Commission, of G.L. c. 166A;
- (d) for repeated failure, as determined by the Commission to maintain signal quality under the standards provided for in Section 16 of G.L. c. 166A;
- (e) For any transfer or assignment of a license or control thereof without consent in violation of Section 7 of G.L. c. 166A;
- (f) for repeated violation of other obligations of the licensee set forth in Section 5, except subsection (j), or of the terms of its license;
- (g) for failure to complete construction in accordance with the provisions of subsection (n) of subsection (n) of Section 5 and in accordance with Section 18 herein (Construction Rate) unless excused by reason of Section 4 herein for the reason(s) set forth at Page 3, Part B, of the Final Report of the Issuing Authority.

SECTION 30 - LICENSE MODIFICATION

Any modification of the provisions of Section 76.31 of the Rules of the FCC relating to license standards shall be incorporated into this license within one (1) year of adoption of the modifications, or at such other times as prescribed by the requirements of the applicable regulatory authority, or at the time of the possible renewal of the Renewal License, whichever occurs first. All conditions and requirements of G.L. c. 166A, and the rules and regulations of the FCC and Massachusetts CATV Commission are incorporated herein by reference, to the extent not enunciated herein.

SECTION 31 - TRANSFER AND ASSIGNMENT

The Renewal License or any possible renewal license may not be transferred or assigned without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. Such consent shall be given only upon written application therefor on forms prescribed by the Massachusetts CATV Commission. The application for consent to and assignment shall be signed by the Licensee and by the proposed assignee or by their representatives, evidence of whose authority shall be submitted with the application.

SECTION 32 - SUBSCRIBER PRIVACY

(a) Monitoring - Neither Licensee and its agents nor the City and its agents shall tap or monitor, or permit any other person to tap or monitor, any cable, line, signal, input device, or subscriber outlet without written authorization of the affected Subscriber, provided, however, that Licensee may nevertheless conduct system wide or individually addressed “sweeps” solely for the purpose of verifying system integrity, controlling return-path transmission, or billing for pay services. Licensee shall report to the Issuing Authority

any instances of unauthorized monitoring or tapping of the Cable Television system, or any part thereof, of which it has knowledge.

(b) **Information with Respect to Viewing Habits and Subscription Decisions -**
Licensee or its agents or employees shall not make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual subscriber or household without obtaining the subscriber's prior written consent. In the event the service requested by the Subscriber by its nature involves the transfer of information or data from the subscriber or household, including without limitation, security services, data transference, the ordering of the service shall be deemed to include the grant of permission by the subscriber or household for the making available of such information to such parties as is necessary for the provision of the service.

SECTION 33 - PARENTAL CONTROL CAPABILITY

The Licensee shall make available, upon request by a subscriber, a device, free of charge, to be used by subscribers to block out selected materials on premium services such as HBO, The Movie Channel, and Cinemax.

SECTION 34 - IDENTIFICATION OF LICENSEE'S PERSONNEL

Licensee shall require that its construction personnel, service installers, sales personnel and personnel of its subcontractors carry special identification cards with them when they are working in Natick Neighborhoods.

SECTION 35 - ADDITIONAL FINANCING COMMITMENTS

Within sixty (60) days after execution of this Final License, Licensee shall file evidence satisfactory to the Issuing Authority that Licensee has obtained a binding commitment for not

less than \$300,000 to construct an office building to be used in connection with Natick's Cable Television system.

SECTION 36 - FIRE ALARM SYSTEM

The Licensee shall take all steps necessary at its own expense to keep Natick's fire alarm system in good working order during system construction.

SECTION 37 - SUBCONTRACTORS

The Licensee shall provide the Issuing Authority with a list of its subcontractors who will be involved in the construction of its cable television system in Natick. Said list shall contain the name and address of each subcontractor along with a brief summary of its qualifications.

WITNESS MY HAND AND OFFICIAL SEAL, THIS ____TH DAY OF APRIL, 1997

**TOWN OF NATICK
by the Board of Selectmen**

APPROVED AS TO FORM

Town Counsel

_____, **Chairman**

**The within License is hereby
accepted**

**CONTINENTAL CABLEVISION OF MA,
INC.**

**By: _____
Russell H. Stephens
Senior Vice President**